BILL NO. S-81-02-27

SPECIAL ORDINANCE NO. S- 59-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 348-80 between the City of Fort Wayne, Indiana, and Winzeler Excavating Co., Inc. for installation of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated January 21, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Winzeler Excavating Co., Inc., Contractor, for:

> the construction of an 8 inch, 12 inch and 15 inch sanitary sewer from a point 1300 feet ± Southwest of the intersection of State Road #14 and Jefferson Boulevard to the intersection of Illinois Road and Sutton Avenue and also addition North of Illinois Road,

under Board of Public Works Sewer Improvement Resolution No. 358-80, at a total cost of $652,385.05, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY FEBRUARY 5, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and ~~Public Hearing to be~~ held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___ M.,E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by D. Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	C				
EISBART	C				
GiaQUINTA	C				
NUCKOLS	C				
SCHMIDT, D.				C	
SCHMIDT, V.	C				
SCHOMBURG	C				
STIER	C				
TALARICO	C				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-59-81 on the 24th day of February, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February 19 81, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approvsd and signed by me this 5th day of March 19 81, at the hour of 4 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 348-80 between the City of Fort Wayne, Indiana, and Winzeler Excavating Co., Inc. for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE ~~DO~~ PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1

70-100-3-2

1/21/81

CONTRACT NO. 348-80

THIS CONTRACT made and entered into in triplicate this 21st day of January, 1981, by and between WINZELER EXCAVATING CO. Inc. herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

LATERAL #1

Beginning at a proposed manhole located 1270± LF south of and 1450± LF west of the centerline intersection of Illinois Road formerly State Road #14 and Jefferson Boulevard; thence meandering northwesterly 2,409± LF to a proposed manhole located 350± LF east of and 45± LF north of the centerline intersection of Illinois Road formerly State Road #14 and Thomas Road; thence westerly 3,909± LF terminating at a proposed manhole located 70± LF north of and 225± LF west of the centerline intersection of Illinois Road formerly State Road #14 and Sutton Avenue.

LATERAL #2

Beginning at a proposed manhole located 45± LF north of and 10± LF east of the centerline intersection of Illinois Road formerly State Road #14 and Lagro Drive; thence northerly along Lagro Drive 1,600± LF terminating at a proposed cleanout structure located 1,645± LF north of and 10± LF east of the centerline intersection of Illinois Road formerly State Road #14 and Lagro Drive.

LATERAL #3

Beginning at a proposed manhole located 45± LF north of the centerline intersection of Illinois Road formerly State Road #14 and Lawrence Drive; thence northerly along the centerline of Lawrence Drive 300± LF terminating at a proposed manhole located 345± LF north of the centerline intersection of Illinois Road formerly State Road #14 and Lawrence Drive.

LATERAL #4

Beginning at a proposed manhole located 45± LF north of and 15± LF east of the centerline intersection of Ansley Drive and Illinois Road formerly State Road #14; thence northerly 1,700± LF terminating at a proposed cleanout structure located 1,745± LF north of and 15± LF east of the centerline intersection of Ansley Drive and Illinois Road formerly State Road #14.

LATERAL #5

Beginning at a proposed manhole located 15± LF east of and 45± LF north of the centerline intersection of Sutton Avenue and Illinois Road, formerly State Road #14; thence northerly along Sutton Avenue 2,550± LF to a proposed manhole located 15± LF south of and 15± LF east of the centerline intersection of Sutton Avenue and Ansley Drive; thence easterly 665± LF to a proposed manhole located 15± LF south of and 680± LF east of the centerline intersection of Sutton Avenue and Ansley Drive; thence southerly along Ansley Drive 775± LF terminating at a proposed manhole located 1,820± LF north of and 15± LF east of the centerline intersection of Ansley Drive and Illinois Road formerly State Road #14.

Said sewer shall be 8", 12", and 15" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11073, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $652,385.05. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Sewer Pipe	Seventeen dollars and 40/100	17.40
12" ACP Class 5000	Thirty dollars and 40/100	30.40
15" RCP Class V	Twenty-nine dollars and 90/100	29.90
15" RCP Class IV	Twenty-seven dollars and 20/100	27.20
15" RCP Class III	Twenty dollars and 45/100	20.45
STD M-H Type I-A or J	One thousand four hundred fifty-five dollars and no/100	1,455.00
STD M-H Type VI-A or J	Two thousand two hundred fifty dollars and no/100	2,250.00
STD M-H Type V-J	One thousand eight hundred ninety-five dollars and no/100	1,895.00
STD Cleanout	One hundred ninety-six dollars and no/100	196.00
6" "T" or "WYE" Tapping Unit	Thirty dollars and no/100	30.00
6" Building Sewer (Not Grant Fundable)	Fourteen dollars and no/100	14.00
STD City of Fort Wayne Tap Permit (Not Grant Fundable)	Thirty-five dollars and no/100	35.00
#53 or #73 Special Backfill	Five dollars and 71/100	5.71
Special Backfill	Five dollars and 71/100	5.71
6" Deep Strength Asphalt (Streets)	Eleven dollars and 55/100	11.55
4" Deep Strength Asphalt (Driveways)	Nine dollars and 90/100	9.90
2" Deep Strength Asphaltic Surface	Three dollars and 30/100	3.30

6" Stone & Gravel Surface (Streets & Driveways)	Four dollars and no/100	4.00
Double Chip & Seal	Two dollars and 18/100	2.18
Seeding & 1" Mulch	No dollars and 40/100	0.40
4"-8" Sewer Pipe Replacement	Fourteen dollars and no/100	14.00
12"-18" Sewer Pipe Replacement	Twenty-two dollars and no/100	22.00
12"-15" Culvert Pipe (Inc. Headwalls)	Eighteen dollars and no/100	18.00
Dewatering	One dollar and no/100	1.00
Base Stabilization	Seventeen dollars and 35/100	17.35
New Fence Replacement	Three dollars and no/100	3.00
12" Revetment Rip Rap	Forty dollars and no/100	40.00
15" Encased Boring Complete	One hundred eighty dollars and no/100	180.00
Brush & Tree Removal	Two thousand dollars and no/100 per lump sum	2,000.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the

employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 348-80.
B. Instructions to Bidders for Contract No. 348-80.
C. Contractor's Proposal Dated December 16, 1980.
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11073.
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addendum No. 1
T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Winzeler Excavating Co., Inc.

BY: _____, President

BY: _____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Contract No. 348-80

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Wingeier Excavating Co. Inc.
(Name of Contractor)

Center Street Bryan Ohio 43506
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and The Ohio Casualty Insurance Company
(Name of Surety)

Hamilton, Ohio
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Six hundred fifty two thousand three hundred eighty six and 05/100 dollars ($652,386.05) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 21st day of January, 1980, for construction of:

Contract 348-80

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 59 1107 3 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

Contract No.

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied..

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in triplicate (number) counterparts, each one of which shall be deemed an original, this 21st day of January, 1981.

ATTEST:

[signature]
(Principal) Secretary

[SEAL]

Marietta M. Tate
(Witness as to Principal)

Center Street
(Address)

Bryan, Ohio 43506

Winzeler Excavating Co., Inc.
(Principal)

BY: Denny Winzeler [S]

Center Street
(Address)

Bryan, Ohio 43506

The Ohio Casualty Insurance Company
Surety

ATTEST:

[signature]
(Surety) Secretary

[SEAL]

Richard L. Greer
Witness as to Surety

5701 N. High St.
(Address)

Worthington, Ohio 43085

By [signature]
Attorney-in-Fact

5701 N. High St., Suite 110
(Address)

Worthington, Ohio 43085

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Countersigned by.
Charles W. Smith

Contract No.

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 15-702

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

John T. Koetz, Richard L. Greer, Richard M. McGhee, Jr.
or M. E. Hughes - of Worthington, Ohio - - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - ($ 5,000,000.00 -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 3rd day of November 19 78.

(Signed) Guy L. Gessendorf

Asst. Secretary

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 3rd day of November A. D. 19 78 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Guy L. Gessendorf, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 11, 1981.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this day of A. D., 19

SEAL

Assistant Secretary

B-4300-C 10-74-3M

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Wingeier Excavating Co. Inc.
(Name of Contractor)

Center Street, Bryan Ohio 43085
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and The Ohio Casualty Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Six Hundred Fifty Five Thousand Three Hundred Eighty Five and 05/100 Dollars ($655,385.05) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 21st day of January 19 81, for the construction of:

Contract No. 348-80

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11073, through _____ and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modivication thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Contract No.

IN WITNESS WHEREOF, this instrument is executed triplicate (number) counterparts, each one of which shall be deemed an original, this 21st day of January, 1981.

ATTEST:

(Principal) Secretary

[SEAL]

Wingeler Excavating Co, Inc
Principal

By Danny C. Wingeler, President [S]

Center Street
(Address)

Bryan, Ohio 43506

Marjorie M. Isaac
Witness as to Principal

Center Street
(Address)

Bryan, Ohio 43506

The Ohio Casualty Insurance Company
Surety

By Attorney-in-Fact

ATTEST:

(Surety) Secretary

[SEAL]

Richard L. Green
Witness as to Surety

5701 N. High St.
(Address)

Worthington, Ohio 43085

5701 N. High St., Suite 110
(Address)

Worthington, Ohio 43085

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Countersigned by
Charles W. Smith

Contract No.

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 15-702

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: John T. Koetz, Richard L. Greer, Richard M. McGhee, Jr. or M. E. Hughes - - - - - - - - - - - - - - - - - - of Worthington, Ohio - - - - - - its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION - ($ 5,000,000.00 -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 3rd day of November 19 78.

(Signed) Guy L. Gessendorf

Asst. Secretary

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 3rd day of November A. D. 19 78 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Guy L. Gessendorf, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY, OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 11, 1981.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this day of A. D., 19

SEAL

Assistant Secretary

B-4300-C 10-74-3M

STATE OF OHIO

THE INDUSTRIAL COMMISSION & BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215

CERTIFICATE OF PREMIUM PAYMENT

THIS IS TO CERTIFY, AND NOTICE IS HEREBY GIVEN TO ALL PERSONS, that on date hereof the below named employer paid into the State Insurance Fund premium as provided by law and that, therefore, said employer is entitled to the rights and benefits of said fund during the period below set forth. MUST BE POSTED IN A CONSPICUOUS PLACE.

RISK NO. AND EMPLOYER	PERIOD SPECIFIED BELOW
353527	07-01-80 THRU 02-28-81

WINZELER EXCAVATING CO
R R 4
BRYAN OH 43506

FORM DP-22

Raymond A. Connor
ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

SET TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Picton-Cavanaugh, Inc.
P. O. Box 2167
Toledo, Ohio 43603

NAME AND ADDRESS OF INSURED

Winzeler Excavating Co., Inc.
Rural Route 4
Center Street
Bryan, Ohio 43506

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A	Aetna Casualty & Surety
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** [X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [ ] EXPLOSION AND COLLAPSE HAZARD [X] UNDERGROUND HAZARD [X] PRODUCTS/COMPLETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [X] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [X] PERSONAL INJURY	02GL54867 CCA	10/1/81	BODILY INJURY PROPERTY DAMAGE	$ 500 $ 250	$ 500 $ 250
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
A	**AUTOMOBILE LIABILITY** [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	02 FJ 12208 CCA	10/1/81	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)	$ $	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 500	
A	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	02XS5338 WCA	10/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	$ 1,000
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					$ (EACH ACCIDENT)	
A	**OTHER** Owners & Contractors Protective Liability	# to be issued		Bodily Injury $50,000/$100,000 Property Damage $100,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contract 351-80 $476,890

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

The City of Fort Wayne, the Engineer and his Consultants, their officers, agents and employees
Fort Wayne, Indiana

DATE ISSUED January 13, 1981

PICTON-CAVANAUGH, INC.

David L. Kominski

AUTHORIZED REPRESENTATIVE

ACORD 25 (1-79)

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Picton-Cavanaugh, Inc.
P. O. Box 2167
Toledo, Ohio 43603

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — Aetna Casualty & Surety
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

NAME AND ADDRESS OF INSURED

Winzeler Excavating Co., Inc.
Rural Route 4
Center Street
Bryan, Ohio 43506

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A	**AUTOMOBILE LIABILITY** [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	02 FJ 12208 CCA	10/1/81	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ $ $ 500	
A	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	02XS5338 WCA	10/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	$ 1,000
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		$ (EACH ACCIDENT)
A	**OTHER** Owners & Contractors Protective Liability	# to be issued		Bodily Injury $50,000/$100,000 Property Damage $100,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

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NAME AND ADDRESS OF CERTIFICATE HOLDER

The City of Fort Wayne, the Engineer and his Consultants, their officers, agents and employees
Fort Wayne, Indiana

DATE ISSUED January 13, 1981

PICTON-CAVANAUGH, INC.

AUTHORIZED REPRESENTATIVE

ACORD 25 (1-79)

SEE THE STUBS AT ARROWS

Certificate of Insurance

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				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	02 FJ 12208 CCA	10/1/81	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ $ $ $500	
A	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	02XS5338 WCA	10/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$1,000	$1,000
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NAME AND ADDRESS OF CERTIFICATE HOLDER

The City of Fort Wayne, the Engineer and his Consultants, their officers, agents and employees
Fort Wayne, Indiana

DATE ISSUED: January 13, 1981

PICTON-CAVANAUGH, INC.

AUTHORIZED REPRESENTATIVE

ACORD 25 (1 75)

"APPARENT" LOW BIDDERS
JUNK DITCH

RESOLUTION	CONTRACTOR	BID	ENGINEER'S ESTIMATE
341-80	Winzeler Excavating	$ 644,070.50	$ 783,311.00
342-80	Winzeler Excavating	$ 1,282,562.00	$ 1,514,839.00
345-80	Ness Excavating	$ 392,195.30	$ 590,258.75
347-80	Ness Excavating	$ 181,495.25	$ 278,685.00
348-80	Winzeler Excavating	$ 652,385.05	$ 1,075,538.25
349-50	T-G Excavating	$ 236,652.90	$ 343,737.50
350-50	Ness Excavating	$ 166,972.75	$ 238,227.25
351-50	Winzeler Excavating	$ 476,890.30	$ 626,400.00
352-50	Bercot, Inc.	$ 178,768.55	$ 159,265.35
TOTAL BIDS		$ 4,211,992.60	$ 5,610,262.10

DIFFERENCE: 1,398,269.50 = 24.92% Under Engineer's Estimate

NUMBER OF BIDS RECEIVED - 61

NUMBER OF BIDDERS - 20

JUNK DITCH STUDY AREA
December 16, 1980

Resolution No. 341-80

CONTRACTOR	BID
Winzeler Excavating	644,070.50
Dehner, John, Inc.	669,963.85
Ferrera, Rocco & Company	688,920.00
Bercot, Inc.	704,974.10
Waynesfield Construction	793,896.00
Busch, Inc.	797,161.95

Resolution No. 342-80

Winzeler Excavating	1,282,562.00
Dehner, John, Inc.	1,329,013.80
Busch, Inc.	1,486,029.25
Ferrera, Rocco & Company	1,579,275.00

Resolution No. 345-80

Ness, Richard Excavating	392,195.30
Nobis Construction	451,039.50
Dailey, L.W., Inc.	484,756.85
Bercot, Inc.	487,882.70
Dehner, John, Inc.	499,045.25
T&F Construction Corporation	505,808.79
T-G Excavating	536,809.55
Ralph Reed & Sons, Inc.	558,384.50
Busch, Inc.	895,634.00

Resolution No. 347-80

Ness, Richard Excavating	181,495.25
Lengacher Construction	186,880.00
Earth Construction	202,784.55
Hartman, John Construction	202,880.00
T-G Excavating, Inc.	205,842.15
Dailey, L.W., Inc.	206,497.00
Bercot, Inc.	220,087.80
Curner, Inc.	233,235.50
Hipskind Asphalt Corporation	233,260.00
T&F Construction Corporation	245,402.35
Allstar Construction	278,758.75
Moellering Construction	283,291.25
Fleming Excavating	303,596.50

Resolution No. 348-80

CONTRACTOR	BID
Winzeler Excavating	652,385.05
Earth Construction	727,745.00
Dehner, John, Inc.	814,860.55
Fleming Excavating	876,415.25
Hipskind Asphalt Corporation	899,922.00
Busch, Inc.	908,756.50
Bercot, Inc.	922,049.25
Reed, Ralph & Sons, Inc.	967,582.50

Resolution No. 349-80

T-G Excavating	236,652.90
Dehner, John, Inc.	261,894.45
Ness, Richard Excavating	273,167.25
Hipskind Asphalt Corporation	288,470.00
Bercot, Inc.	323,090.45

Resolution No. 350-80

Ness, Richard Excavating	166,972.75
Earth Construction	167,842.10
Hartman, John Construction	173,042.50
T-G Excavating	179,271.50
Curner, Inc.	192,379.70
Hipskind Asphalt Corporation	195,747.00
T&F Construction Corporation	199,799.90
Bercot, Inc.	214,198.40
Fleming Excavating	219,586.00

Resolution No. 351-80

Winzeler Excavating	476,890.30
Dehner, John, Inc.	513,554.40
T-G Excavating	597,194.75
Waynesfield Construction	746,720.50
Reed, Ralph & Sons,Inc.	900,035.00

Resolution No. 352-80

Bercot, Inc.	178,768.55
Reed, Ralph & Sons, Inc.	179,927.00

Admn. Appr. _____

DIGEST SHEET

S-81-02-27

TITLE OF ORDINANCE Junk Ditch Area Sanitary Improvements; Sewage Works Grant No. C-180599-08; Sewer Resolution No. 348-80

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE A CONTRACT WITH WINZELER EXCAVATING COMPANY, INC. TO CONSTRUCT 8 INCH, 12 INCH, and 15 INCH SANITARY SEWERS FROM A POINT 1300 FEET± SOUTHWEST OF THE INTERSECTION OF STATE ROAD #14 and JEFFERSON BLVD TO THE INTERSECTION OF ILLINOIS ROAD AND SUTTON AVENUE AND ALSO ADDITION NORTH OF ILLINOIS ROAD.

EFFECT OF PASSAGE Improvement to the water quality in the Junk Ditch Area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of both Federal and State Grant Funds to improve the City of Fort Wayne's environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this project will cost $652,385.05 which will be financed by USEPA 75%, State 10% City Utilities 15%.

ASSIGNED TO COMMITTEE (PRESIDENT) _____